STATE OF INDIANA	)	IN THE MARIO	ON SUPERIOR COURT
COUNTY OF MARION	) SS: )	CAUSE NO.	10001001
STATE OF INDIANA,		)	49004021 OPL 00 1784
Plaintiff,		)	FILED
v.		)	OCT 1 8 2002
PHOENIX USA, INC.,		)	MARION CIRCUIT COURS
d/b/a TWIN DYNASTY		)	TOAT
Defendant.		)	

1

### COMPLAINT FOR INJUNCTION, COSTS, RESTITUTION AND CIVIL PENALTIES

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Eric Jackson, petitions the Court pursuant to the Indiana Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq., and the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq., for injunctive relief, civil penalties, costs, restitution and other relief.

### **FACTS**

- 1. The Defendant, Phoenix USA ("Phoenix"), is a foreign corporation with its principal place of business located at 9433 Highway 78, Ladson, South Carolina.

  Since at least December 2001, the Defendant has engaged the selling a business opportunity, whereby investors purchase various health and household products from the Defendant and then re-sell the products to consumers in order to make a profit (hereinafter referred to as 'business opportunity'), to the general public.
- 2. The Defendant has engaged in the solicitation of said business opportunity within the State of Indiana under the name Phoenix USA and the assumed business name of Twin Dynasty

located at 4005 Vincennes Ct., Indianapolis, IN 46268; 8727 Commerce Park Place Suite K Indianapolis, IN; and 4606 Covert Avenue, Evansville IN.

3. The Defendant solicited and entered into contracts for the sale of said business opportunity with Indiana investors, including, but not limited to the following investors:

a.	Daniel Rushing	Brownsburg, IN
b.	Joshua Adams	Greensburg, IN
c.	Hershel Houk	North Vernon, IN
d.	Steven Swayze	Indianapolis, IN
e.	Angela Oakley	Brownsburg, IN
f.	J. Lyn Whitesell	Noblesville, IN
g.	Hiedi Fugua	Greensburg, IN
h.	Heather Anderson-Wright	Indianapolis, IN
i.	Athena Symonds	Indianapolis, IN
j.	Dustin Haulk	Indianapolis, IN
k.	William Schubert	Whiteland, IN
1.	Inity Morrow	Indianapolis, IN
m.	William Adams	Indianapolis, IN
n.	Rebecca Inman	Indianapolis, IN
0.	James Rogers	Indianapolis, IN
p.	Jon Riggs	Indianapolis, IN
q.	Michelle Beers	Rushville, IN
r.	Joel & Tricia Zeller	Indianapolis, IN
s.	Christopher & Stephanie Beers	Indianapolis, IN

t. Roger Cornbleet

Henderson KY

u. Bill Bercaw

Henderson, KY

- 4. As part of its marketing program the Defendant, through representatives, placed advertisements, the texts of which were supplied by the Defendant, in the employment section of local newspapers in order to advertise for openings for entry level, management and trainee positions. Exemplary copies of the Defendant's ads are attached and incorporated as Exhibits "A1-A7".
- 5. People who responded to the advertisements were led to believe that they were going to receive a job interview, but when they arrived for the interview they received a sales presentation to join the Defendant's business opportunity.
- 6. After investors contracted with the Defendant, the Defendant encouraged them to rent a desk from the Defendant at a cost of \$300.00 \$500.00 per month.
- 7. In addition investors were encouraged to attend monthly training or 'impact' seminars with the Defendant at a cost of approximately \$200.00 per session.
- 8. The Defendant told investors that if they purchased \$5,000.00, \$10,000.00 and \$15,0000 of product from the Defendant then they could, correspondingly, become a Manager, Supervisor or Director. By becoming a Manager, Supervisor or Director, an investor was to receive greater compensation from the Defendant as their compensation would be calculated on a higher percentage of sales of the products that were purchased by new investors.
- 9. On or about December 17, 2001, Daniel Rushing responded to an ad in the Indianapolis Star. After responding to the ad, Rushing met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about December 17, 2001 Rushing entered into an Application and Agreement with the Defendant, which is

attached and incorporated as Exhibit "B". From December 2001 through March 2002 Rushing purchased \$5586.27 of merchandise from the Defendant.

- 10. On or about December 17, 2001, Joshua Adams responded to an ad in the Indianapolis Star. After responding to the ad, Adams met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about December 17, 2001 Adams purchased \$9,377.56 of products from the Defendant.
- 11. On or about December 26, 2001, Hershel Houk signed a contract in order to purchase a business opportunity from the Defendant. A copy Houk's Application and Agreement with the Defendant is attached and incorporated as Exhibit "C". On or about January 8, 2002 Houk purchased \$3,498.54 of products from the Defendant.
- 12. On or about January of 2001 Steven Swayze responded to an ad in the Indianapolis Star. After responding to the ad, Swayze met with a representative of the Defendant and was solicited to purchase a business opportunity from the Defendant. From December 2001 through April 2002 Swayze ordered \$3282.72 of product from the Defendant.
- 13. On or about January 10, 2002, Heidi Fugua responded to a newspaper ad and met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about January 10, 2002 Fugua entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "D". On or about January 10, 2002 Fugua purchased \$1,141.08 of products from the Defendant.
- 14. On or about February 2, 2002, Angela Oakley responded to an ad in the Indianapolis Star. After responding to the ad, Oakley met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about February 2, 2002 Oakley entered into an Application and Agreement with the Defendant, which is attached and

incorporated as Exhibit "E". From February 2002 through April 2002 Oakley purchased at least \$8504.97 of products from the Defendant.

- 15. On or about February 7, 2002, J. Lyn Whitesell responded to an ad in the Indianapolis Star. After responding to the ad, Whiteside met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about February 7, 2002 Whitesell entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "F". From January through February 2002 Whitesell purchased \$8,423.74 of products from the Defendant.
- 16. On or about February 12, 2002, Heather Anderson-Wright signed a contract in order to purchase a business opportunity from the Defendant. A copy of Anderson-Wright's Application and Agreement with the Defendant is attached and incorporated as Exhibit "G". From February 2002 through March 2002 Anderson-Wright purchased \$3538.86 worth of products from the Defendant.
- 17. On or about February 15, 2002, Athena Symonds signed a contract in order to purchase a business opportunity from the Defendant. A copy of Symond's Application and Agreement with the Defendant is attached and incorporated as Exhibit "H". On or about February 15, 2002 Symonds purchased \$2,686.36 worth of products from the Defendant.
- 18. On or about February 15, 2002, Dustin Haulk signed a contract in order to purchase a business opportunity from the Defendant. A copy Haulk's Application and Agreement with the Defendant is attached and incorporated as Exhibit "I". On or about February 15, 2002 Haulk purchased \$4,996.35 worth of products from the Defendant.
- 19. On or about February 21, 2002, William Schubert responded to an ad in the Indianapolis Star. After responding to the ad, Schubert met with a representative of Defendant

and was solicited to purchase a business opportunity from the Defendant. On or about February 21, 2002 Schubert entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "J". From February 2002 through April 2002 Schubert purchased \$3027.49 worth of products from the Defendant.

- 20. On or about February 28, 2002, Inity Morrow signed a contract in order to purchase a business opportunity from the Defendant. A copy of Morrow's Application and Agreement with the Defendant is attached and incorporated as Exhibit "K". On or about March 14, 2002 Julia Morrow purchased \$1,238.64 of products from the Defendant on behalf of Inity Morrow.
- 21. On or about March 5, 2002, William Adams responded to an ad in the Indianapolis Star. After responding to the ad, Adams met with a representative of the Defendant and was solicited to purchase a business opportunity from the Defendant. On or about March 5, 2002 Adams entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "L". From March 2002 through April 2002 Adams purchased \$3045.35 of products from the Defendant.
- 22. On or about March 15, 2002, Rebecca Inman signed a contract in order to purchase a business opportunity from the Defendant. A copy Inman's Application and Agreement with the Defendant is attached and incorporated as Exhibit "M". On or about March 15, 2002 Inman purchased \$1,197.96 worth of products from the Defendant.
- 23. On or about March 15 2002, James Rogers responded to an ad in the Indianapolis Star. After responding to the ad, Rogers met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. From March 2002 through April 2002 Rogers purchased \$19,420.62 worth of products from the Defendant.
  - 24. On or about March 16, 2002, Jon D. Riggs signed a contract in order to purchase a

business opportunity from the Defendant. A copy of Riggs' Application and Agreement with the Defendant is attached and incorporated as Exhibit "N". On or about March 16, 2002 Riggs purchased \$1,190.82 worth of products from the Defendant.

- 25. On or about April 3, 2002, Michelle Beers responded to an ad in a newspaper. After responding to the ad, Beers met with a representative of Defendant and was solicited to purchase a business opportunity from the Defendant. On or about April 3, 2002 Beers entered into an Application and Agreement with the Defendant, which is attached and incorporated as Exhibit "O". In April of 2002 Beers purchased \$8047.94 of products from the Defendant.
- 26. On or about April 13, 2002 Joel Zeller joined the Defendant's business opportunity and purchased \$1,769.14 worth of products from the Defendant.
- 27. On or about April 13, 2002, Tricia Zeller joined the Defendant's business opportunity and purchased \$1,109.77 worth of products from the Defendant.
- 28. On or about April 13, 2002, Christopher & Stephanie Beers signed a contract in order to purchase a business opportunity from the Defendant. A copy the Beers' Application and Agreement with the Defendant is attached and incorporated as Exhibit "P". From April to May 2002 the Beers purchased \$595.18 worth of products from the Defendant.
- 29. On or about May 3, 2002, Roger Cornbleet signed a contract in Evansville, Indiana in order to purchase a business opportunity from the Defendant. A copy of Cornbleet's Application and Agreement with the Defendant is attached and incorporated as "Exhibit "Q". In May of 2002 Cornbleet purchased \$3,684.62 worth of products from the Defendant.
- 30. On or about July 23, 2002 Bill Bercaw joined the Defendant's business opportunity in Evansville Indiana and purchased \$4814.95 of product from the Defendant on behalf of himself and Jessica Jenkins.

- 31. The Defendant was not registered with the State of Indiana to sell business opportunities and did not post a bond with the State of Indiana, prior to soliciting Indiana investors.
- 32. The Defendant's contracts with investors, including but not limited to, the following investors identified in paragraph 3, failed to include to the following information:
  - a. the name and business address of the Defendant's agent in Indiana authorized to receive service of process;
  - b. the terms and conditions of payment
  - a detailed description of any services that the Defendant undertakes to perform for the investor;
  - a detailed description of any training that the Defendant undertakes to provide to the investor;
  - the approximate delivery date of any goods the seller is to deliver to the investor; and
  - f. a statement of the investor's thirty (30) day right to cancel the contract.
- 33. The Defendant did not provide the investors identified in paragraph 3 above with a copy of a disclosure document containing the information required by Ind. Code § 24-5-8-2.

#### COUNT I - VIOLATIONS OF THE BUSINESS OPPORTUNITY TRANSACTIONS ACT

34. The Defendant's offer of selling various health and household products to investor who then would re-sell the products to consumers in order to make a profit is a "business opportunity" as defined by Ind. Code § 24-5-8-1.

- 35. The Defendant failed to provide Indiana investors with the disclosures required by Indiana law at least seventy-two (72) hours before the earlier of the investors' execution of a business opportunity contract with the Defendant or receipt of any consideration by the Defendant, in violation of Ind. Code § 24-5-8-2.
- 36. The Defendant failed to obtain a surety bond in favor of the State of Indiana prior to offering to sell its business opportunity to Indiana investors, in violation of Ind. Code § 24-5-8-3.
- 37. The Defendant failed to file a copy of the disclosure statement and surety bond and pay the filing fee required by Indiana law with the Consumer Protection Division of the Office of the Attorney General prior to placing any advertisement or making any representation to any Indiana investor about said business opportunity, in violation of Ind. Code § 24-5-8-4.
- 38. The Defendant's failure to include the information detailed in paragraph 32 above in its contracts with Indiana investors is in violation of Ind. Code § 24-5-8-6(b).
- 39. The Defendant's act of requiring investors to pay for the entire purchase price prior to delivering goods, as referred to in paragraphs 8-30 above, violated Ind. Code § 24-5-8-12 as the payments from investors exceeded twenty (20%) percent of the initial payment before the goods were delivered.
- 40. The Defendants act of placing ads in the employment section of the newspaper and scheduling interviews when the Defendant was not seeking employees but investors in a business opportunity violated Ind. Code § 24-5-8-16(a)(1) as it was an untrue, misleading and deceptive statement.

41. In accordance with Ind. Code § 24-5-8-20 the Defendant's violations of Indiana's Business Opportunity Transactions Act, Ind. Code 24-5-8-1 et seq. are violations of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

# COUNT II- KNOWING AND INTENTIONAL VIOLATIONS THE BUSINESS OPPORTUNITIES TRANSACTIONS ACT

- 42. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 41 above.
- 43. The Defendant's violations of Indiana's Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq., referred to in paragraphs 1-34 above, were done with knowledge and intent to deceive.

#### IRREPARABLE HARM

44. The deceptive acts set forth above will continue and will cause irreparable injury unless the Defendant is enjoined from engaging in further conduct which violates Ind. Code § 24-5-8-1 et seq., and § 24-5-0.5-1 et seq.

#### RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court to enter a judgment against the Defendant, Phoenix USA Inc., and order the following relief:

- a. A permanent injunction pursuant to Ind. Code § 24-5-8-18 and Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendant, its agents, representatives, employees, successors, and assigns from engaging in conduct in violation of Ind. Code § 24-5-8-1 et seq., or Ind. Code § 24-5-0.5-1 et seq.;
- b. Voiding the Defendant's business opportunity contacts with the

investors, including but not limited to those identified in paragraph 3 above, pursuant to Ind. Code § 24-5-8-16(3) or in the alternative Cancellation of the Defendant's business opportunity contracts, pursuant to Ind. Code § 24-5-8-15, and Ind. Code § 24-5-0.5-4(d);

- c. Restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2) and (d), on behalf of, including but limited to, the consumers identified in paragraph 3 above in an amount to be determined at trial.
- d. Costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- e. Civil penalties pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendant's knowing violations of the Business Opportunity Transactions Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana;
- f. Civil penalties pursuant to Ind. Code § 24-5-0.5-8, for the

  Defendant's intentional violations of the Business Opportunity

  Transactions Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana; and
- g. All other proper relief.

Respectfully submitted, Steve Carter Attorney General of Indiana Atty. No. 4150-64

Eric Jackson

Deputy Attorney General

Atty. No. 19415-49

Office of the Attorney General Indiana Government Center South, 5<sup>th</sup> floor 402 W. Washington Street Indianapolis, IN 46204 (317) 233-3987 Fresh Start

Expanding Company
seeks Individuals W/
open Dersonality T people skills. Entry tevel to
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needed Training & benellist Call 334-1030

### INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer:

TWIN DYNASTY

Phone:

Ad Number:

2138634

Start Date:

02/24/2002

Net Price: Section: 81.00 CL

Class:

565; PROFESSIONAL

Size:

1 x 10

SalesPerson:



Fresh Start

Seeking goal-oriented women I men to not women I men to not wroten to men to not wroten to the total to the total total

### INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer:

TWIN DYNASTY

Phone:

2160240

Ad Number: Start Date:

03/17/2002

Not Price:

91.40

Section:

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Class:

565; PROFESSIONAL

Size:

1 x 11

SalesPerson:



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Customer:

TWIN DYNASTY

Phone:

Ad Number: 2114844

02/03/2002 Start Date:

Net Price:

96.80

Section:

CL

Class:

570; RESTAURANT/HOTEL

Size:

1 x 12

SalesPerson:





### INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer:

TMIN DAMPEMA

Phone:

Ad Number:

2145928 03/03/2002

Start Date: Net Price:

91.80

Section:

CL

Class:

585; GENERAL 1 x 12

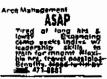
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SalesPerson: C72

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#### INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer:

TWIN DYNASTY

Phone:

Ad Number: Start Date:

2152886 03/10/2002

Net Price: Section: 96.80 CL

Class:

585; GENERAL

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SalesPerson:

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### INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer:

YTEAKYC KIWT

Phone:

Ad Number: 2130723 Start Date: 02/17/2002

Net Price:

59.40 CL

Section: Class:

570 1 x 6

Size: SalesPerson: C18



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### INDIANAPOLIS NEWSPAPERS INC. FAX PROOF

Customer:

TWIN DYNACTY

Phone:

Ad Number: 2167361 Start Date: 03/24/2002 86.00

Net Price: Section:

CT

Class:

585; GENERAL

Size:

1 × 10

SalesPerson: C18

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INSTRUCTIONS. 1. Print all information clearly Record your personal information even if vitage. DBA. 2. The must agive to the Terms and Conditions in Page 2 before providing your signature. 3. Factors of cantieved kepiterion 2. Agrammaties (24.3) 572-5687 for immediate protesting. 4.) Resp. copy for jour own (activities mid mellithe englant to Phonais USA, 9433 HWY 71. Suite B2, Loding SC. 29456.



# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Donal T. Rodina	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPEICANT DATE OF BIRTH	COMPANY NAME
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HOMEPHONE WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	limit.
Browsens IV 461/0	lf using a Faderal ID number; include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form: If using a State Resale Number, include a copy of your sales license and tax form
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT
The number shown to be my SOCIAL SECURITY NUMBER is my correct social	Corporation or Parlnership Registration Form
security number and Lam not subject to back tox withholding because [a] [	Sales Licence
am exempt from back withholding (b) I have not been natified by the internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding:	REP. CENTRAL is a free anline service provided to all independent representatives of
A CONTRACTOR OF THE CONTRACTOR	Phoenix USA: thoose a passyord that easy for you to remember and record it below.
	Your REPRESENTATIVE ID will be mailed to you fil you have provided an email address above, you will receive this yio email). Use your REPRESENTATIVE ID with the passwor
APPLICANT INITIALS CO-APPLICANT INITIALS	provided below to login to RECENTRAL at http://www.nyphaeaixuxa.ch
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ENSTRUCTIONS: 1.3 Print all information theoriy. Record year personal information even if using a DBA. 2.3-Yeu must agree to the Terms and Conditions ap Page 2 before providing your signature. 3.3 For your completed Application & Apprendent to (443) 572-556 for immediate processing. 4.3 Keep a copy for your awa record but mail the original to Phospix USA, 7433 MW7 78, Suite 82, Ledson, SC 27456.



# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
SOCIAL SECURITY NO.	TUSHUN ADAMS:
DATE OF BIRTH	589-20-8524
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
CO-APPLICANT DATE OF BIRTH	DOING BUSINESS AS (DBA) COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP  ***********************************	http://  If using a Federal ID number, include corporation or portnership registration form. If using a State Resale Number, include a copy of your sales licease and tax form.
WITHHOLDING STATEMENT  The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding. (b) I have not boen notified by the Internal	INCLUDED WITH APPLICATION & AGREEMENT:  Corporation or Partnership Registration Form Sales Licence  REP CENTRAL ONLINE
Revenue Service that I om subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.  APPLICANT INITIALS  CO-APPLICANT INITIALS  APPLICANT INITIALS	REP CENTRAL is a free aniliae service provided to all ladepeadent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL athirp://www.myphoenixusa.cc.
	NT CLEARLY © 2000 PHOEBIX USA

### TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). A will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicably sules like in my behalf with each product to order unless I have on file with the Company a copy of my tax resule number in the attack of my residency
- 2.) . An independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not grananteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed exchings or parogrammaled claims of anticipated exchings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other independent Representatives without regard to regard to regard to receive the sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, swiaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An independent Representative may be terminated or otherwise disciplined for a violation of the independent Representative Application, Policies and Procedures, or Compensation Plan, or committing autait or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative terminating his or bur Distributorship within five (5) days of the initial nurchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the proceeding (3) months, less all rebates and bonuses to such independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be sumbitted in writing to Phoenix USA, 9433 HTV 78 Suite B2, Ladson, SC 29456; or faxed to (843) 572-6563.
- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Palsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. Ap Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- An independent Representative is not required to lease office space or "desk" from any person in condection with operation of an Phoenix USA Distributorship. If an independent Representative does so, the independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B, Ladson, &C 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which lavelyes any of the following: (i) network or direct marketing and distribution: (ii) cooperative or collaborative marketing; (iii) consumer to consumer to business, business in direct competition or similar marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures. Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties herein. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I certify that information submitted here is correct, to the hest of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phasels USA forallable in all offiliate independent Training Centers).

Airshi S. Houk Jo.

13/26/01

CO-APPLICANT SIGNATURE





INSTRUCTIONS: 1.) Frist all information clearly, Record your personal information even if using a DBA, 2.) You must agree to the terms and (as dillens on Page 2 before providing your signaters, 3.) Fax your completed Application & Agreement to 1843 572-5562 for immediate gracessing, 4.) Kean a copy for your own records and mail the original to Phoenix USA, 9433 NWY 78, Sulta B2, Ladson, \$C 29456.



### APPLICATION AND AGREEMENT

PERSONAL INFO	RMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME		REPRESENTATIVE NAME
HE OI FLOUA SOCIAL SECURITY NO.		Positiva Agams REPRESENTATIVE ID
DATE OF BIRTH		589-22-8584
CO-APPLICANT NAME		SPONSOR SIGNATURE
		DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH		COMPANY NAME
HOME PHONE WORK	PHONE	FEDERAL ID NO.
MAILING ADDRESS		STATE RESALE NO.
		WEB SITE ADDRESS (www.yourcompany.com)
CITY STAT	E ZIP	http://
EMAIL ADDRESS (yourname@yourisp.com)	47240	If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.
WITHHOLDING STATEMENT  The number shown to be my SOCIAL SECURITY NUMBER is my carrect social security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding or, (c) the ARS notified me that I am no longer subject to back withholding.		INCLUDED WITH APPLICATION & AGREEMENT:  Corporation or Partnership Registration Form  Sales Licence  REP CENTRAL ONLINE  REP CENTRAL is a free online service provided to all independent representatives of Phosaix USA. Choose a password that easy for you to remember and recard it below.  Your REPRESENTATIVE ID will be mailed to you (if you have provided on empil oddress
SO O	ERHONDATE	provided below to login to REP CENTRAL of http://www.mypheenixusa.cc.

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FROM : LEES INN GREENSBURG

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# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Angela L Dakle social SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
EMAIL ADDRESS (yourname@yourisp.com)  WITHHOLDING STATEMENT  The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and 1 am not subject to back tax withholding because: (a) 1	If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.  INCLUDED WITH APPLICATION & AGREEMENT:  Corporation or Partnership Registration Form Sales Licence
am exempt from back withholding, (b) I have not been notified by the internal Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.  APPLICANT INITIALS  CO-APPLICANT INITIALS	REP CENTRAL ONLINE  REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Chaose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at http://www.myphoenixusa.cc.
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FIRE NO. 02 OP, 58985

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to [843] 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.

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### APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Mux Mosce	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
.50	
DATE OF BIRTH	
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CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
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MAILING ADDRESS	STATE RESALE NO.
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	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
INCLUDE IL LOOM	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your sales license and tax form.
	10A (011).
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
	Corporation or Partnership Registration Form
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I	Sales Licence
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding or, (c) the IRS notified	REP CENTRAL is a free online service provided to all independent representatives of
me that I am no longer subject to back withholding.	Phoenix USA. Choose a possword that easy for you to remember and record it below.
	Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address
APPLICANT INITIALS CO-APPLICANT INITIALS	above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to lagin to REP (ENTRAL at http://www.myphoenixusa.net.
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- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resule number in the state of my residency.
- 2.) An independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7 ) An Independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not refunded.
- 8.) An Independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the proceeding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The 33 month period shall commence on the day of shipment by Phoenix USA of the product being returned by the independent Representative Refund requests should be submitted in writing to Phoenix USA, 9433 HWY 78 Nature B2, Ladson, 30, 20435, or faxed in 18131-572-6562
- With every new order of product, an independent Representative most certify that not less than 70% of product product products of the product which was sold and what portion as consumed. Phoenix USA will not reporchase products or issue refunds on product certified as having been consumed or sold Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any chosaix i SA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- As an independent Representative of Phoenix USA, 1 agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing: (iii) consumer to consumer to business, business to business, or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I certify that information submitted here is carrect, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all offiliate Independent Training Centers).

J. Lyn Whitesell

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INSTRUCTIONS: 1.) Print all information clearly. Recard your personal information over if using a OBA. 2.) Tou must agree to the Terms and Canditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-5562 for immediate processing. 4.) Keep a capy for your own seconds and molt the original to Phoenix USA, 7433 HWY 78. Suite 82, Lodson, SC 29456.



### APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Patricke Harrison School	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	- SPOHSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
110 C.M. Call Ch. 1912	
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a capy of your sales license and
Email Abbridge (Journal of Journal of Journa	lax form.
	INCLUDED WITH APPLICATION & AGREEMENT:
WITHHOLDING STATEMENT	Corporation or Partnership Registration Form
The number shown to be my SOCIAL SECURITY NUMBER is my correct social	Sales Licence
security number and I am not subject to back tax withholding because: (a) I am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding ar, (c) the IRS notified	
me that I am no longer subject to back withholding.	REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below.
113 1	Your REPRESENTATIVE ID will be moiled to you (if you have provided an email address
LIAW CO POLICE MANAGEMENT MANAGEM	obove, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at http://www.myphoenixusq.get
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INSTRUCTIONS: 1.] Print all Information clearly, Record your personal information even if using a DRA, 2.] You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fas your completed Application & Agreement in (843) 572-6562 for immediate property of the Condition of the Conditi



# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Athena K Symonds	Dustin Haulk
SOCIAL SECURITY NO.	REPRESENTATIVE ID
	307 - 63 - 2645
DATE OF BIRTH	15 8 1
	Dust laule 2/28/02
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
•	
HOME PHONE WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
Evansuille IN 47710	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your sales license and tax form.
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
The number shown to be my SOCIAL SECURITY NUMBER is my correct social	Carporation or Partnership Registration Form Sales Licence
security number and I am not subject to back tax withholding because: (a) I	
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.	REP CENTRAL is a free caline service provided to all independent representatives of
0	Phoenix USA. Chaose a password that wasy for you to remember and record it bolow.  Your REPRESENTATIVE ID will be mailed to you (it you have provided an email address
(XK)	above, you will receive this via email). Use your REPRESENTATIVE ID with the password
APPEICANT INITIALS AT CO-APPLICANT INITIALS	provided below to lability REP CENTRAL of Hull- //www.boyphoenixuso.xii /
Company of the second s	an all but manufacture

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INSTRUCTIONS: 1.) Print all information clearly. Record your personal information were if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 2.) Far your completed Application. & Agreement to (843) 572-6562 for immediate precessing. 4.) Keep a tapp for your and records and mail the ariginal to Phoenix USA; 6433 HWY 71, Suite 82, Ledges, SC 29456.

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# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Dustin Hauth	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
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HOME PHONE WORK PHONE	FEDERAL 10 NO."
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	hmp://
CrawFordsville IN 47933	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourtsp.com)	form. If using a State Resole Number, include a copy of your sales license and tax form.
	TUA TUT III.
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
	Carporation or Partnership Registration Farm
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) !	Sales Licence
am exempt from back withholding, (h) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding or, (c) the IRS notified	REP CENTRAL is a free online service provided to all independent representatives of
me that I am no longer subject to back withholding.	Phoenix USA. Chaose a password that easy for you to remember and record it below.
	Your REPRESENTATIVE ID will be mailed to you (If you have provided on small address
1)**	above, you will receive this via small). Use your REPRESENTATIVE ID with the password
APPLICANT INITIALS O - HI - CO APPLICANT INITIALS	provided below to login to REP CENTRANO Intrp://www.myphobalxusu.cc.

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# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Bill Schubert	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
	·
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
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	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
. 1	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resole Number, include a copy of your sales license and
	lax form.
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
	Corporation or Partnership Registration Form
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I	Sales Licence
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I om subject to back withholding or, (c) the IRS notified	REP CENTRAL is a free online service provided to all independent representatives of
me that I om no longer subject to back withholding.	Phoenix USA. Choose a password that easy for you to remember and record it below.
L. N. C.	Your REPRESENTATIVE ID will be mailed to you (if you have provided an email oddress
APPLICANT INITIALS CO-APPLICANT INITIALS	above, you will receive this via emoil). Use your REPRESENTATIVE ID with the password provided below to login to KEP (ENTRAL of http://www.myphoenixusa.net.
EOR INTERNAL USE ONLE	
PDDC 001 EFF 4-74-2001	© 2000 PHOENIX USA

### TERMS & CONDITIONS

- I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-... employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each. product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency
- 2.) An independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated 🕟
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment, 🤆 salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative -Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other. violation of Phoenix USA requirements, or state or federal law.
- 7.) An Independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused inventory. Shipping and handling expenses are not
- An Independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable suventory and sales aids purchased within the proceeding (3) months, less all rebates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day shipment by Phoenix USA of the product being returned by the Independent Representative. Refund requests should be submited in writing to Phoenix USA. 9433 HWY 78 Suite B2, Ladson, SC 29456; or faxed to (843)
- 9) With every new order of product, a Independent Representative must certify that not less than 70% of product previously purchased has been consumed or . Id and must identify that portion of the product which was sold and what portion was consumed. Phoenix i SA will not resurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of groducts sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shalf for misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describe a Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix ( ).
- An Independent Representative is a required to lease office space or "desk" from any person in connection with operation 11.) of an Phoenix USA Distributorship of an Independent Representative does so, the Independent Representative does so of his or her own volition because it is near required by Phoenix USA.
- As an Independent Representative o "hoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or other ise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters loca d at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboratio as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or usiness to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct compete on or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall clase for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this A cement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated I. rein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the apportunity to fully review the most current version of the Policies and Procedures.

Policies and Procedures at Phoenix USA (available in all affiliate adependent Training Centers).

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1 certify that information submitted here is correct, to the best o 🔐 knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the

APPLICANT SIGNATURE

thanking the Bayist The

DATE

INSTRUCTIONS. 1.) Print all information clearly. Record year personal information over if using a DBA-2.) You must agree to the Terms and Conditions on Page 2 before providing your signoture; 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a Copy for your own records and neil the original to Phoeniz USA, 9433 HWY-78, Suite 82, Lodson, SC 29456.



# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Inity Morrow	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
The Control of the Co	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
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MAILING ADDRESS	STATE RESALE NO.
	*
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
maple in 40218	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your sales license and tax form.
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WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
	Corporation or Partnership Registration Form
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to bock tax withholding becouse: (a) I	Sales Licence
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding or, (c) the IRS notified	
me that I am no longer subject to back withholding.	REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below.
	Your REPRESENTATIVE ID will be mailed to you (if you have provided an emoil address
(0 VV)	above, you will receive this via equil). Use your REPRESENTATIVE ID with the password
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er de l'exercide d'est	
SPDOC 001 EFF.4-24-2001	© 2000 PHOENIX USA



- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency
- 2.) An independent representative's success or failure depends on his or her personal efforts.
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- 9.) With every new order of product, an Independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be grounds for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer to business, business to business, or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICANT SIGNATURE

APPLICANT SIGNATURE

2/28/02

CO-APPLICANT SIGNATURE

INSTRUCTIONS: 1.) Print old information clearly. Record your personal information even if using a DBA. 2.] You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.] Keep a copy for your own records and mail the original to Phoenix USA, 9433 HWY 78, Suite B2, Ladson, SC 29456.



### APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
William H. Adams JR.	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
	·
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
marks in	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
( )	
MAILING ADDRESS	STATE RESALE NO.
N	
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
INDIANAPOLIS IN 46236	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your soles license and
	tax form.
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
	Corporation or Partnership Registration Form
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) I	Sales Licence
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I om subject to bock withholding ar, (c) the IRS notified	
me that I am no longer subject to back withholding.	REP CENTRAL is a free online service provided to all independent representatives of  Phoenix USA. Choose o password that easy for you to remember and record it below.
A STATE OF THE STA	Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address
WHA. LUNITO	above, you will receive this via email). Use your REPRESENTATIVE ID with the password
APPLICANT INITIALS CO-APPLICANT INITIALS	provided below to login to REP CENTRAL at http://www.myphoenizusa.net.
FOR DYTERIOU USEDINE	Joseph College
TEP ID TISETHOLDATE	2 2 1 - 7 h - 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2

PDOC 001 EFF 4-24-2001

@ 2000 PHOENIX USA

# TERMS & CONDITIONS

- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own husiness activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
- 2.) An independent representative's success or failure depends on his or her personal efforts.
- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of anticipated earnings.
- 4.) The Phoenix USA compensation plan is based upon the sales of Phoenix USA products, and an Independent Representative will not be successful merely by sponsoring other Independent Representatives without regard to retail sales.
- 5.) All Independent Representative's advertisements must be factual. Any advertisement promoting or representing employment salaried positions, management positions, hourly wages, or guaranteed income is prohibited.
- 6.) An Independent Representative may be terminated or otherwise disciplined for a violation of the Independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfair or deceptive trade practices, or any other violation of Phoenix USA requirements, or state or federal law.
- 7.) An independent Representative terminating his or her Distributorship within five (5) days of the initial purchase of product is entitled to a 100% refund of the cost of any sales aids and unused seventers. Suppose and handling expenses are not refunded.
- An independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of proceeding is entitled to a refund of re-saleable inventory and sales aids purchased within the proceeding is months, less all relates and bonuses to such Independent Representatives on the products before returned and less a 10% restocking fee. The 3% month period shall commence on the day of shipment by Phoenix USA of the product heigh returned by the independent Representative Refund requests should be submitted in writing to Phoenix USA, 9833 BWY 78 Suite B2, hadson, SC 2948of or 12000 to 1572-0502.
- With every new order of product, an Independent Representative must certify that not less than 70% of product the masse purchased has been consumed or sold and must identify that portion of the product which was sold and what pertion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be ground-for termination.
- 10.) An independent Representative shall not misrepresent the capabilities of any bi-court USA product. An independent hypersental versibility shall not create materials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor stockholder partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9435 HWY 78. Suite B2, Ladson 86, 29450, or affiliate araining center in operation or collaboration as of the date indicated on this document, which involves any of the following (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer to business, business to business, or business to consumer marketing via the interpet or otherwise, or (iv) the salvest productions idented to be in direct competition or similar marketplaces as PHOENIX (SA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures. Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto a have this Agreement and have been given the opportunity to fully review the most current version of the folicies and from Livre

I certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand and agree to follow the Terms and Conditions as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICANT SIGNATURE	DATE	
CO-APPLICANT SIGNATURE	DATE	

INSTRUCTIONS: 1.) Print old Information clearly. Record your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) Fox your completed Application 8. Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and mail the original to Phaenix USA, 9433 HWY 78, Suite B2, Lodson, SC 29456.



# APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Letter 1 INNIT	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
	308.80.4368
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
(1) 101/2 (1)	1.00
MAILING ADDRESS	STATE RESALE NO.
and the second second second	
· · · · · · · · · · · · · · · · · · ·	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
Total golf , In About	If using a Federal ID number, include corporation or portnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your sales license and tax form.
and the second s	
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
The number shown to be my SOCIAL SECURITY NUMBER is my correct social	Corporation or Portnership Registration Form Soles Licence
security number and I am not subject to back tax withholding because: (a) I	
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I om subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.	REP CENTRAL is a free online service provided to all independent representatives of
	Phoenix USA. Choose a possword that easy for you to remember and record it below.
107°	Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address obove, you will receive this vio email). Use your REPRESENTATIVE ID with the possword
APPLICANT INITIALS CO-APPLICANT INITIALS	provided below to login to REP CENTRAL at http://www.myphoenixusa.cc.
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## APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Jon D. Riggs	REBUCH IMPAN
SOCIAL SECURITY NO.	REPRESENTATIVE ID
	3:4-46-9014
CO-APPLICANT NAME	BONSOR SIGNATURE 3/16/02 DATE
,	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE   WORK PHONE	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
2 -	
	WEB SITE ADDRESS (www.yourcompany.com)
CITY V STATE V ZIP	http://
Indianaphic IN 46214	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your sales license ond tox form.
. /	tox torin.
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
	Corporation or Portnership Registration Form
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tax withholding because: (a) !	Sales Licence
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I am subject to back withholding or, (c) the IRS notified	REP CENTRAL is a free online service provided to all independent representatives of
me that I am no longer subject to back withholding.	Phoenix USA. Choose a password that easy for you to remember and record it below.
	Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address
APPLICANT INITIALS CO-APPLICANT INITIALS	above, you will receive this via email). Use your REPRESENTATIVE ID with the password provided below to logic to REP CENTRAL at http://www.hyphoenixusa.cc.
AND SHIP WITH THE STATE OF THE	
FD0C 00) EFF 4-24-2001	6 2000 PHOENIX USA



- 1.) I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business activities and not an agent, employee or legal representative of Phoenix USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all federal and state self-employment taxes and any other taxing agency. I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax resale number in the state of my residency.
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- 3.) An Independent Representative is not guaranteed any income or profit or success, and by signing the application certifies that neither Phoenix USA nor the Sponsor has made any claims of guaranteed earnings or undocumented claims of auticipated earnings.
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- 8.) An Independent Representative, terminating his or her Distributorship after (5) days of the initial purchase of product, is entitled to a refund of re-saleable inventory and sales aids purchased within the proceeding (3) months. Iess all tehates and bonuses to such Independent Representatives on the products being returned and less a 10% restocking fee. The (3) month period shall commence on the day of shipment by Phoenix USA of the product being returned by the Independent Representative Refund requests should be sumbitted in writing to Phoenix USA, 9433 HWY 78 Suite B2, Ladson, SC 20456, or fascil to (843) 572-6562.
- 9.) With every new order of product, an independent Representative must certify that not less than 70% of product previously purchased has been consumed or sold and must identify that portion of the product which was sold and what portion was consumed. Phoenix USA will not repurchase products or issue refunds on product certified as having been consumed or sold. Falsely representing the amount of products sold or consumed is an attempt to circumvent this requirement may be product for termination.
- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create materials describing Phoenix USA products of any test results or product comparison Districture unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease effice space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the Independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- 12.) As an Independent Representative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a hundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78, Suite B, Ladson. SC 29456, or affiliate training center in operation or collaboration as of the date indicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer to business, business to business, or business to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be in direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures. Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the cutire agreement between the partie; herein, I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

l certify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phoenix USA (available in all affiliate Independent Training Centers).

APPLICABLISTONATURE

3/16/02

DATE

INSTRUCTIONS: 1.) Print all information clearly, Recard your personal information even if using a DBA. 2.) You must agree to the Terms and Conditions on Page 2 before providing your signature. 3.) fax your completed Application & Agreement to (843) 572-6562 for immediate processing. 4.) Keep a copy for your own records and moil the original to Phoenix USA, 9433 HWY 78, Suite 82, Ladson, SC 29456.



## APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
Landy Breez	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
·	
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE	FEDERAL ID NO.
( )	
MAILING ADDRESS	STATE RESALE NO.
t with the second	
	WEB SITE ADDRESS (www.yourcompany.com)
CITY STATE ZIP	http://
Purshouse Training 1/1073	If using a Federal ID number, include corporation or partnership registration
EMAIL ADDRESS (yourname@yourisp.com)	form. If using a State Resale Number, include a copy of your sales license and tax form.
WITHHOLDING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
The number shown to be my SOCIAL SECURITY NUMBER is my correct social	Corporation or Partnership Registration Form Sales Licence
security number and I am not subject to back tax withholding because: (a) I	
am exempt from back withholding, (b) I have not been notified by the Internal	REP CENTRAL ONLINE
Revenue Service that I om subject to back withholding or, (c) the IRS notified me that I am no longer subject to back withholding.	REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below.  Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the password
APPLICANT INITIALS  80-8-1  ISSUED	provided below to login to REP CENTRAL at http://www.myphoenixusa.net.

PDOC 001 EFF 4-24-2001

© 2000 PHOENIX USA

INSTRUCTIONS: 1.) Print all information clearly. Record your personal information even it using a DBA. 2.) You must before to the Tarms and Conditions on Fage 2 before providing your signature. 3.) For your completed Application E Agreement to (843) \$72-6562 for immediate processing. 4.) Keep a topy for your own records and mail the original to Phocnic USA, 9433 NWT 78, Seite 82, Ledson, SC 29456.



## APPLICATION AND AGREEMENT

PERSONAL INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME	REPRESENTATIVE NAME
STEPHANIE M. BEERS	
SOCIAL SECURITY NO.	REPRESENTATIVE ID
DATE OF BIRTH	
CO-APPLICANT NAME	SPONSOR SIGNATURE DATE
CO LODUCATE DIXT OF NOTH	DOING BUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH	COMPANY NAME
HOME PHONE WORK PHONE COLL:	FEDERAL ID NO.
MAILING ADDRESS	STATE RESALE NO.
	WEB SITE ADDRESS (www.yourcompany.com)
CITY -;- STATE ZIP	http://
Indianapolis IN 4.6235  EMAIL ADDRESS (yourname@yourisp.com)  WITHHOLDING STATEMENT	If using a Federal ID number, include corporation or partnership registration form. If using a State Resale Number, include a copy of your sales license and tax form.  INCLUDED WITH APPLICATION & AGREEMENT:
The number shown to be my SOCIAL SECURITY NUMBER is my correct social security number and I am not subject to back tox withholding bacause: (a) I	Corporation or Partnership Registration Form Soles Licence
am exempt from back withholding, (b) I have not been notified by the Internal Revenue Sorvice that I am subject to back withholding or, (c) the IRS notified me that I am no langer subject to back withholding.	REP CENTRAL ONLINE  REP CENTRAL is a free online service provided to all independent representatives of Phoenix USA. Choose a password that easy for you to remember and record it below. Your REPRESENTATIVE ID will be mailed to you (if you have provided an email address
APPLICANT INITIALS.  CO-APPLICANT INITIALS  FOR INTERNAL USE DHLY  INSERTION DATE:	obove, you will receive this via amail). Use your REPRESENTATIVE ID with the password provided below to login to REP CENTRAL at http://www.myphaenizusa.cc.
PDOC 001 EFF 4-24-2001	Ø 2000 PHOENIX USA

I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business. activities and not so agent, employed or legal representative of Phocair USA (the "Company"). I will not represent in any manner that I am an agent or representative of the Company. I am responsible for the payment of all tederal and state self. employment taxes and any other taxing agency, I will allow the Company to remit applicable sales taxes in my behalf with each product to order unless I have on file with the Company a copy of my tax results number to the state of my residency

In independent representative's species or fallure depends on his or her personal efforts

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- The Phoenty USA compensation plan is naped upon the sales of Phoenix USA products, and an Independent Representative will 4.1 not be successful merely by sponsoring other independent Representatives without regard to retail sales
- 5 1 All independent Representative's advertisements must be facinal. Any advertisement promoting or tepresenting employment, aliried positions, management positions, hourly wages, or guaranteed income is prohibited.
- (, j An independent Representative way be terminated or otherwise disciplined for a violation of the independent Representative Application, Policies and Procedures, or Compensation Plan, or committing unfate or deceptive trade practices, or any other violation of Phoenix ISA coquirements, or thate or federal law.
- An independent Representative terminating his or her Distributorship within tise (5) days of the latital purchase of peoduct to covided to a 100% irfund of the cost of any sates aids and vouved inventory. Shipping and handling expenses are not refunded.
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- 4.1 With every new order of product, an Independent Representative crust certify that not less than 70% of product previously purchesed has been consumed or sold and must identify that portion of the product which was sold and what portion was consurved. Phoreix 1.54 will not reparchase products or issue refunds on product certified as having been consumed or sold. failedly representing the angoing of products sold or consumed is an attempt to executivent this requirement may be grounds for term-nation
- An independent Representative chaif nor misrepresent the capabilities of any Prognix USA product. An independent Representative that not preate nativelyts describing Phococy that products of any test results no product comparison literature unless authorized in writing by Choenis 18A
- Ar Independent Contesementee is not regaled to lease office space or "desk" from any person in connection with operation of An Photain USA histelbotership, if an independent Representative does so, the independent Representative does so of his or her own rollifon because it is not regulated by Phoenix OSA
- As in Independent Representative of Physics, MSA, Lagree and to engage, directly or indirectly either as proprietor, stockholder, partner, officer, employee or otherwise, in any haziness, that is located utiling a hundred (100) mile radius of the Phoenix UNA's corporate hisdquarters located at Panenta USA, 9935 UWY 78, Saure B, Ladson, SC 29456, or additing training center in operation or callaboration as of the date indicates on this document, which javalers any of the following, (i) helicock or discust marketing and distribution; (ii) enoperative or collaborative marketing; ((ii)) tunsumer to consumer, consumer to business, business to business, or business to consumer marketing via the interest or otherwise; or (iv) the sale of products considered to be in direct competition or similar markelplaces as PhOENIX LSA for a period of twelve (12) months from and after the data upon which I shall coase for any reason whatsnever to be an independent representative with Phoenix USA.
- I understand and agree that this Agreement, including the Company's Policies and Procedures, Terms and Conditions, and Compensation Plan, incorporated becein by reference, constitute the chiefe agreement between the parties beceto, I have this Agreement and have been given the oppositionally to felly review the doubt execut version of the Policies and Procedures

I certify that information obtained have in correct to the first of th Publies and Proceeds: is at Phoenic USA forefields in all attitute and igundent framing Centers).

The M. Beers



INSTRUCTIONS: 1.) Print all infortation charty. Record your personal information even if using a DSA. 1.) You must agree to the Yarms and Canditions on Page 2 before pro Idlay your signature. 2.) fax your completed Application 3 Agreements to (843) 572-8582 for immediate processing. 4.) Keep a capt far your own records and mult the original to Phoenix USA, \$438 KWY 78, Suite 12, Ledson, SC 25456.



# APF'LICATION AND AGREEMENT

PERSONAI	INFORMATION	SPONSOR INFORMATION
REPRESENTATIVE NAME		REPRESENTATIVE NAME
ROGER CO	NBLEET	
SOCIAL SECURITY NO.		REPRESENTATIVE ID
	I la	•
DATE OF BIRTH	H	
	, , , , , , , , , , , , , , , , , , , ,	
CO-APPLICANT NAME		SPONSOR SIGNATURE DATE
		DOING RUSINESS AS (DBA)
CO-APPLICANT DATE OF BIRTH		COMPANY NAME
HOME PHONE	WORK PHONE	FEDERAL ID'NO.
13-1-		
MAILING ADDRESS		STATE RESALE NO.
J- WINK	3	MED CITE ADDRESS /
		WEB SITE ADDRESS (www.yourcompany.com)
CITY	STATE ZIP	http://
HENDERSON.	KENTUCKY 42420	If using a Federal ID number, include corporation or galfhership registration form. If using a State Resale Number, include a copy of your sales license and
EMAIL ADDRESS (yourname@you	i risp.com)	tax form.
	1	O s
WITHHO	.DING STATEMENT	INCLUDED WITH APPLICATION & AGREEMENT:
The number shown to be my SOCI	AL SECURITY NUMBER is my correct social	Corporation or Partnership Registration Form Sales Licence
	ect to back tax withholding because: (a) l	
	, (b) I have not been notified by the Internal to back withholding or, (c) the IRS notified	REP CENTRAL ONLINE
me that I am no langer subject to	• • • •	REP CENTRAL is a free online service provided to all independent representatives of
		Phoenix USA. Choose a password that easy for you to remember and record it below.
Dr.		Your REPRESENTATIVE ID will be mailed to you (if you bove provided an email address above, you will receive this via email). Use your REPRESENTATIVE ID with the passward
APPLICANT INITIALS	CO-APPLICANT INITIALS	provided below to login to REP CENTRAL at http://www.myphoenixusa.com
र हिन्द्र २००३	morth.	Caga Conson

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O 2000 PHOENIX USA

- I am of legal age in the state of my residency. I agree that I am an independent contractor, responsible for my own business 1.) activities and not a gent, employee or legal representative of Phoenix USA (the "Company"). I will not represent to any manner that I am at agent or representative of the Company. I am responsible for the payment of all federal and state selfemployment taxes and any other taxing agency. I will allow the Company to cenit applicable sates in my behalf with each product to order urless I have on file with the Company a copy of my tax resale number in the state of my residency
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- 10.) An Independent Representative shall not misrepresent the capabilities of any Phoenix USA product. An Independent Representative shall not create miterials describing Phoenix USA products of any test results or product comparison literature unless authorized in writing by Phoenix USA.
- 11.) An Independent Representative is not required to lease office space or "desk" from any person in connection with operation of an Phoenix USA Distributorship. If an Independent Representative does so, the independent Representative does so of his or her own volition because it is not required by Phoenix USA.
- As an Independent Hepresentative of Phoenix USA, I agree not to engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in any business, that is located within a bundred (100) mile radius of the Phoenix USA's corporate headquarters located at Phoenix USA, 9433 HWY 78. Suite B, Ladson, SC 29456, or affiliate training center in operation or collaboration as of the date tadicated on this document, which involves any of the following: (i) network or direct marketing and distribution; (ii) cooperative or collaborative marketing; (iii) consumer to consumer, consumer to business, business to business, or husiness to consumer marketing via the internet or otherwise; or (iv) the sale of products considered to be it direct competition or similar marketplaces as PHOENIX USA for a period of twelve (12) months from and after the date upon which I shall cease for any reason whatsoever to be an independent representative with Phoenix USA.
- 13.) I understand and agree that this Agreement, including the Company's Policies and Procedures. Terms and Conditions, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have this Agreement and have been given the opportunity to fully review the most current version of the Policies and Procedures.

I cortify that information submitted here is correct, to the best of my knowledge; and hereby acknowledge that I have read, understand, and agree to follow the Terms and Conditions, as well as the Policies and Procedures of Phonois USA (available is all affiliate independent Training Centers).

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CO-APPLICANT SIGNATURE

